

REQUEST FOR PROPOSAL

RESTAURANT

RANCHO CUCAMONGA LAW AND JUSTICE CENTER

I. INTRODUCTION

Purpose of Request for Proposals (RFP)

The purpose of this RFP is to solicit proposals from qualified restaurant concessionaires/operators to lease County-owned property consisting of approximately 8,457 square feet located in the Rancho Cucamonga Law and Justice Center located at 8303 Haven Avenue, Rancho Cucamonga, California for the purpose of providing and operating a food service.

The selected Proposer shall have restaurant experience and should have knowledge of operating similar types of facilities. It is expected that the selected Proposer will comply with all terms of this RFP, including those listed in Exhibit "D" Scope of Services-Requirements.

The proposed term is preferred to be a minimum of three years, with consideration of proposer's enhancements to the site.

The successful Proposer shall be responsible for all costs and compliance with all laws associated with this business, along with all costs and laws associated with any modifications that may be desired to the existing facility. All modifications (if any) must be approved in writing by the Real Estate Services Department and all necessary permits and proofs of insurance coverage shall be obtained and delivered to the Real Estate Services Department prior to the beginning of any modifications.

II. GENERAL INSTRUCTIONS

A. Proposal Submittal

All proposals shall be enclosed in a single sealed package plainly marked with the words "Request for Proposal for the Rancho Cucamonga Law and Justice Center/Restaurant." The proposal shall include name, address and daytime phone number of Proposer (or authorized agent) on the envelope.

The Proposer shall submit an original and six (6) copies of its proposal, which must arrive by the date, time and location as listed below:

Date:	January 7, 2005	Location:	County of San Bernardino
Time:	5:00 p.m. PST		Real Estate Services Department
			825 East Third Street, Room 207
			San Bernardino, CA 92415-0832

Proposals received after 5:00 p.m., may be rejected as nonresponsive and returned without review. In order to be considered all proposals must either be date-stamped or bear a handwritten inscription by an authorized representative of the County confirming receipt by the specified deadline. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures.

The County shall not be responsible for, nor accept as a valid excuse for late proposal delivery, any delay in mail service or other method of delivery used by the Proposer. Postmarks will not be accepted in lieu of actual delivery.

The proposal must be made by the Proposer or by an agent bearing a notarized authorization or power of attorney signed by the Proposer authorizing the agent to act in the Proposer's behalf.

If the proposal is made by an individual, it shall be signed with the full name of the Proposer, and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name and by an authorized partner. If it is made by a prime-subcontractor, it shall be signed by the authorized representative of the prime contractor. If it is made by a corporation, it shall be signed by the authorized agent for the corporation.

All proposals shall be firm offers subject to acceptance by the County and may not be withdrawn for a period of 90 calendar days following the last day to accept proposals. Proposals may not be amended once submitted to Real Estate Services Department.

B. Property Inspection

Proposers interested in viewing the location as listed in Purpose of RFP shall contact the Real Estate Services Department to schedule a date and time to inspect the facility.

Location: 825 E. Third Street, Room 207
San Bernardino, CA

C. Questions from Proposers

Questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be put in writing addressed to the "Real Property Agent" at the proposal submission address above or via facsimile. The County's facsimile number is (909) 387-7833.

The County shall not be obligated to answer any questions received after January 5, 2005 or any questions submitted in a manner other than as instructed above. Also, the County, its agents, officers, volunteers, and employees shall not be liable for any claims, liabilities, penalties, fines or for damage to any properties or effects of any person related to, caused by or resulting from acts, errors, or omissions of the Proposer or the Proposer's agents, employees or representatives.

D. RFP Addenda/Clarifications

If it becomes necessary for the County to revise any part of this RFP, or to provide clarification or additional information after the proposal documents are released, a written addendum will be sent to each recipient of record of the original RFP. Recipients of record are those parties that obtained a copy of the RFP directly from the County. Addenda will be sent by first-class U.S. Mail. It shall be the responsibility of the Proposers to inquire of the County as to any addenda issued. This may be done by calling the Real Property Agent at (909) 387-7832 prior to the proposal-submittal deadline (this is the sole exception to the requirement that questions be submitted in writing). All addenda issued shall become part of the RFP.

Answers to all written questions will be communicated in writing as part of an addendum to the RFP **if the question and/or answer completely changes the purpose of this RFP.**

E. Pre-contractual Expenses and Liability.

Pre-contractual expenses are defined as any expenses incurred by the Proposer in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to the County; (3) negotiating with the County any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. The County shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Proposers, and Proposers shall not include any such expenses as part of their proposals. The County of San Bernardino assumes no responsibility or liability for costs incurred by the Proposer in the preparation of a proposal and response to this RFP. The County assumes no responsibility or liability for the accuracy of any information set forth in maps, reports, or other documents/materials provided for the Proposer's use in developing their proposal. The Proposer assumes all liability in the use of such information in developing their proposal. Proposer is solely responsible for verifying conditions at the property. The County, its agents, officers, volunteers, and employees, shall not be liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person related to,

caused by or resulting from any acts, errors or omissions of the Proposer or the Proposer's agents, employees, or representatives.

F. No Commitment to Award

This is not a solicitation of bids. Issuance of this RFP and receipt of proposals does not commit the County to award a contract. The County expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, to cancel all or part of this RFP, or to issue a new RFP.

G. Joint Offers

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The County intends to contract with a single firm or person and not with multiple firms/persons doing business as a joint venture.

H. Contract Terms

The Proposer selected for contract award through this RFP shall be required to enter into a written lease agreement with the County. It is the County's intent that the contractual relationship between the Proposer and the County shall be substantially as set forth in the attached sample lease agreement (Exhibit A). In developing the proposal, the Proposer should carefully review the agreement to take into consideration the rights, obligations, and cost associated therewith. **Any desired changes to or exceptions to the contract terms, or the Proposer's ability to comply with any of the provisions of the contract terms, must be specified in detail in the proposal as directed herein.** The Proposer's attention is directed particularly to the insurance and indemnification paragraphs in the Contract Terms, which specify the minimum insurance requirements that must be met by the successful Proposer. The Proposer's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the proposal. The Proposer's failure to specify in their proposal any changes or inability to meet the requirements of the Contract Terms will indicate the Proposer's acceptance of all Contract Terms as stated. Changes desired after proposal opening may result in the proposal being rejected. The Proposer is responsible for making all necessary investigations and examinations of documents or site conditions affecting performance. Failure to do so will not act to relieve any condition of the proposed Contract Terms or other RFP documents. It is mutually agreed that the submission of a proposal shall be considered conclusive evidence that the Proposer has made such investigations and examinations.

I. Exceptions/Deviations.

Any exceptions to or deviations from the requirements set forth in this RFP, including the terms and conditions contained in the Contract Terms must be declared in the proposal submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions/Deviations," as instructed in Section III. B. 6 of this RFP. The contents of the Sample Lease shall

become contractual obligations and failure to note exceptions or deviations as stated, may result in cancellation of the award.

J. Proposal Materials.

Materials submitted in connection with this RFP are for the exclusive use of the County of San Bernardino. All proposals will become the property of the County and will not be subject to return. All information contained therein shall be subject to public disclosure under the California Public Records Act, Government Code section 6250 and following. Except as provided below, submission of the proposal shall be deemed to be a waiver of any exemption or exception to disclosure that the Proposer may otherwise have. Any reasonable inquiry to determine the responsibility of a Proposer may be conducted by the County. The submission of a proposal shall constitute permission by the Proposer for the County to verify all information contained therein. If the County deems it necessary, additional information may be requested from the Proposer. Failure to comply with any such request may disqualify a Proposer from further consideration. Such additional information may include evidence of financial ability to perform, for example, tax returns, bank statements, etc. All financial information submitted in response to a request for financial data is subject to disclosure under the provisions of the California Public Records Act, Government Code section 6250 and following. In the event the County receives a request for the disclosure of any such information, prior to the release of any such information, the County will contact the Proposer and will not release the information if the Proposer, within five (5) days of receipt of notice of the disclosure request, requests non-disclosure, provides County a legally sound basis for non-disclosure and agrees to indemnify, defend and hold harmless the County in any action brought to disclose such information. The Proposer, by submitting such information, agrees that the failure of County to contact the Proposer prior to the release of such information will not be a basis for liability by County or any County employee to Proposer.

K. Conflict of Interest

Proposer shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Proposer or officer or employee of the Proposer.

L.

Improper Consideration

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding any agreement awarded by County.

The County, by written notice, may immediately terminate any agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or

agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an agreement has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

M. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting agreement, the County determines the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event an agreement has been awarded, the agreement may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

N. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (County Policy No. 11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The Policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

III. PROPOSAL FORMAT AND CONTENT

A. Presentation

Proposals shall be submitted in 8 1/2" x 11" size, using a simple method of fastening. Proposals should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The proposal should not exceed 25 pages in length, including appendices, if any. The form, content and sequence of the proposal should follow the outline presented below.

B. Proposal Content

1. Transmittal Letter/Introduction

The letter of transmittal/introduction shall be addressed to the Real Property Agent and must, at a minimum, contain the following:

- a. Identification of the offering firm or individual, including name, address, telephone number, and facsimile number of firm and principals;
- b. Proposed working relationship among the offering firms (e.g., prime-subcontractor), if applicable;
- c. Acknowledgment of receipt of RFP addenda, if any;
- d. Name, title, address, telephone number and facsimile number of contact person during period of proposal evaluation;
- e. A statement to the effect that the proposal shall remain valid for a period of not less than sixty (60) days from the due date for proposals; and
- f. Signature of the individual Proposer or a person authorized to bind the offering firm to the terms of the proposal.

2. Table of Contents

Immediately following the transmittal letter and introduction, there should be a complete table of contents for material included in the proposal.

3. Business Resume

- a. Description of Proposer's experience and qualifications in the proposed operation.

- b. Summary of training and education related to proposed business activity.
- c. Copies of requisite certificates and/or licenses for the proposed business activity.
- d. Financial information to evidence ability to perform and/or finance the proposed activity as required, including but not limited to most recent balance sheets, income statements, annual audits, and tax return conveying the most recent two years.
- e. Profiles of the Proposer's principal officers.
- f. Listing of references.

4. Proposal Description

- a. Name of the proposed enterprise.
- b. Description of the proposed use of the facilities.
- c. Description of the anticipated construction modifications related to the use, and related budget to finance the modifications.
- d. Hours of operation.
- e. Any anticipated enhancement of the site aesthetics.
- f. Recommended lease provisions to be included in the final lease agreement.

5. Consideration to County of San Bernardino

This section should disclose the compensation that the County will receive. The Proposer should include estimated compensation to the County.

6. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, including the Sample Lease Agreement presented in Exhibit A. If you wish to present alternative approaches to meet the County's requirements, these should be thoroughly explained.

7. Appendices

- a. Supporting Documents

Furnish as appendixes those supporting documents (e.g., financial statements, staff resumes) requested in the preceding instructions.

b. Additional Information

Include any additional information you deem essential to a proper evaluation of your proposal and which is not solicited in any of the preceding sections. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

8. Former County Officials.

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. Failure to provide this information may result in the response to the request for proposal being deemed non-responsive. (See Exhibit B - List of Former County Officials).

IV. PROPOSAL EVALUATION AND CONTRACT AWARD

A. Evaluation Criteria

All proposals will be initially evaluated to determine if they meet the following minimum requirements: must be complete, in the required format and conform to all requirements of this RFP.

Proposals meeting the above requirements will be evaluated by a Selection Committee. The Selection Committee will evaluate each proposal against the factors specified below. Within each evaluation criterion listed, the sub criteria to be considered are those described in the "Proposal Format and Content" section of this RFP.

- Proposed use
- Proposer's experience
- Proposer's financial capability
- Revenue to County
- Terms/benefits
- Building improvements/site development
- RFP package responsiveness and completeness
- Restaurant proposer's accountability to customer service tracking

All proposals will be evaluated using the same criteria and the contract may be awarded based on the best overall proposal as determined by the Selection Committee.

Upon selection of the most qualified Proposers, the County may require the finalists to make an oral presentation to the Selection Committee to further explain their proposals. If such interviews are conducted, the County's appraisals of the presentations will also be factored into the evaluation of the proposals. However, Proposers are advised that award may be made without interviews or further discussion.

The County reserves the right to reject any or all proposals and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a Proposer's offer is not rejected but does not result in a contract award, the County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submittal of the proposal or other participation in the RFP process.

The County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract. The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it

or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail. For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

B. Contract Award

If a lease agreement is not fully negotiated and prepared for presentation to the Board of Supervisors within ninety (90) days from the date the Proposer is notified that their proposal was selected, then the Real Estate Services Department has the right to terminate negotiations upon written notification to Proposer. The Real Estate Services Department may proceed with negotiations with the next Proposer in line, may terminate the RFP, or may re-market the facility.

C. Protests

Proposers may protest the recommended award, provided the protest is in writing, clearly identifies the RFP, is delivered to the address listed above for proposal submission, and submitted within five (5) calendar days of the date of the notification of intent to award.

Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. All protests that state sufficient grounds as provided herein, will be handled by a panel designated by the Assistant County Administrative Officer.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

D. Final Approval

Proposer acknowledges any lease resulting from this RFP will be awarded by final approval of the San Bernardino County Board of Supervisors, and that unless and until such approval by the Board,

there is no binding obligation by the County, and any action by the Proposer taken prior to such approval is at the Proposer's sole risk.

EXHIBIT A

SAMPLE LEASE AGREEMENT

EXHIBIT B

LIST OF FORMER COUNTY OFFICIALS

INSTRUCTIONS: List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the CONTRACTOR, the date the Official entered CONTRACTOR's employment and/or representation.

<u>OFFICIAL'S NAME:</u>	REQUIRED INFORMATION
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EXHIBIT D

SCOPE OF SERVICES - REQUIREMENTS

General Requirements:

The existing facility consists of a total of 8,457 square feet and as currently constructed/configured, includes a maximum 100 seating capacity within the facility. The facility will include all equipment and utilities as provided on the attached inventory list (See Exhibit "C"), which is owned by the county and will be a part of the leased facilities made available to the successful Proposer.

The successful Proposer shall be responsible for all costs associated with such modifications of existing structures and all-necessary permits and insurance requirements. The specified insurance required shall be in full force and effect from the date the lease is fully executed by both parties.

The successful Proposer shall be responsible for all aspects of the business, including the day-to-day operation and management; the maintenance and repairs of all equipment; and all marketing of the business.

Specific Requirements:

The successful proposer duties will include the following:

A. Operations:

- 1) Establish a restaurant "theme"
- 2) Provide adequate staffing needs to assure satisfactory customer service
- 3) Provide customary menu items for like-establishments
- 4) Maintain a clean and professional image
- 5) Maintain a reasonable supply of products to assure customer satisfaction
- 6) Provide facilities which continue to meet city, state and ADA requirements
- 7) Provide County with monthly sales report (for prior 30-day period)
- 8) Assure quality of products; meet all necessary health and environmental standards as related to food products
- 9) Minimum hours of operation to be 7:00 a.m. to 4:30 p.m. – Monday through Friday
- 10) Name of business to be approved by the County.
- 12) Provide customers convenience of paying by credit/debt card
- 13) Provide staff adequate training to provide quality customer service
- 14) Develop standard restaurant protocol for the seating of customers (sit yourself) and bill processing (pay at cashier)

B. Maintenance and Repairs:

- 1) Provide supplies and maintenance service for all restaurant equipment within the facility
- 2) Provide all necessary preventative maintenance as needed for the equipment
- 3) Make necessary repairs to equipment that is necessary in a timely manner

EXHIBIT D
SCOPE OF SERVICES - REQUIREMENTS

Page 2

- 4) Provide maintenance for the fire suppression system on a semi-annual basis or as otherwise required by any agency having jurisdiction
- 5) Maintain and remove as needed 55-gallon restaurant grease recycling drum
- 6) Pump outside grease interceptor when needed or at a minimum quarterly
- 7) Clean hood exhaust system when needed or at a minimum quarterly
- 8) Maintain all environmental health service permits
- 9) Maintain windows and carpet as needed
- 10) Maintain store room and dressing room
- 11) Keep restaurant in a clean and sanitary condition in accordance with recognized standards, all laws, ordinances, regulations and rules of Federal, State and local authorities

C. Service Provider shall:

- 1) Pay and discharge all local, State or Federal taxes that may be levied or imposed on the operation of this café/restaurant
- 2) Agree that the County of San Bernardino shall not be held responsible for any damage to materials, product or equipment by theft, fire or by any other cause
- 3) Agree not to sublet, assign or sell to a third party any interest under the contract for the operation of café/restaurant without the prior written consent of the Real Estate Services Department and/or the County of San Bernardino Board of Supervisors when required by policy
- 4) Participate in maintaining rest rooms during the course of business. All rest rooms are common.
- 5) Not allow vending machines within facility
- 6) Have use of the patio area for use of the patrons of the café/restaurant
- 7) Obtain approval from the County and obtain any local permit(s) that may be required for any and all signage
- 8) Provide all applicable insurances to include workers' compensation
- 9) Provide County with all books and records pursuant to the County's right to audit upon receipt of a 30-day written notice
- 10) Be responsible for trash removal service
- 11) Acknowledge in the lease agreement that County owns all equipment presently located within the premises area. (See attached restaurant equipment list if lease is terminated or expires these items remain the property of the County)
- 12) Not engage in or allow the sale and/or dispensing of alcoholic beverages which is prohibited
- 13) Cooperate with County which shall establish a performance clause in the lease that will outline the process to assure and track customer satisfaction and consequences of non-compliance